

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION**

<b>IN RE:</b>	§	
	§	
<b>THE GATEWAY VENTURES, LLC,</b>	§	<b>CASE NO. 21-30071-HCM</b>
	§	
<b>Debtor.</b>	§	<b>CHAPTER 11</b>

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<b>WESTAR INVESTORS GROUP, LLC,</b>	§	
<b>SUHAIL BAWA, and SALEEM MAKANI,</b>	§	
	§	
<b>Plaintiffs,</b>	§	
	§	
<b>v.</b>	§	
	§	<b>ADVERSARY NO. 21-03009-HCM</b>
<b>THE GATEWAY VENTURES, LLC,</b>	§	
<b>PDG PRESTIGE, INC., MICHAEL</b>	§	
<b>DIXSON, SURESH KUMAR,</b>	§	
<b>and BANKIM BHATT,</b>	§	
	§	
<b>Defendants.</b>	§	

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**NOTICE OF DEFAULT  
BY THE GATEWAY VENTURES, LLC**

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**TO THE HONORABLE BANKRUPTCY JUDGE H. CHRISTOPHER MOTT:**

**COME NOW** WESTAR INVESTORS GROUP, LLC, SUHAIL BAWA, and SALEEM MAKANI (cumulatively “WESTAR”), Plaintiffs in the above captioned proceedings, by and through the undersigned counsel, and hereby file this “Notice of Default by The Gateway Ventures, LLC” (“Notice”), and in support of this Notice respectfully show the Court the following:

1. On October 5, 2021, a Final Order Granting Emergency Motion of Debtor To Assume and Enforce Westar Subscription Agreement and Grant Related Relief (RE: Docket No.

219) (“Final Order”), was signed and filed by the Court, in the Chapter 11 Bankruptcy case of The Gateway Ventures, LLC (“TGV”), Case No. 21-30071. (Doc#231).

2. On October 15, 2021, the Court, in the Chapter 11 Bankruptcy case of TGV, Case No. 21-30071, signed and filed an “Order (I) Approving First Amended Disclosure Statement In Support Of Plan Of Reorganization Of The Gateway Ventures LLC Dated September 1, 2021 And (II) Confirming First Amended Plan Of Reorganization As Modified Of The Gateway Ventures LLC Dated October 14, 2021 (Re: Docket Nos. 155, 245)” (“Confirmation Order”) (DOC #246). The Confirmation Order required TGV to, *inter alia*, pay \$100,000.00 in one lump sum to WESTAR, within forty-five (45) days of the Effective Date of the Plan of Reorganization.

3. On October 18, 2021, Debtor filed its “Notice of Effective Date of Confirmed Chapter 11 Plan of Reorganization (Re: Docket Nos 245, 246)”, therein providing that the Effective Date of the Plan was October 18, 2021, in the Chapter 11 Bankruptcy case of TGV, Case No. 21-30071. (DOC #251).

4. On November 30, 2021, as a meet and confer, WESTAR requested a second time that TGV inform WESTAR as to whether TGV will be paying WESTAR the lump sum payment of \$100,000 on or before December 2, 2021, which was within forty-five (45) days of the Effective Date of the Plan of Reorganization, as required in the Confirmation Order approving the First Amended Plan. (DOC #246).

5. TGV responded with numerous excuses, none of which provided a date certain as to when TGV intended to pay WESTAR the \$100,000.00 lump sum payment.

6. Accordingly, on December 22, 2021, WESTAR filed an “Emergency Motion To Enforce The Chapter 11 Plan, and Award Other Miscellaneous Relief” and a “Motion To

Expedite Hearing Date On Emergency Motion To Enforce The Chapter 11 Plan, and Award Other Miscellaneous Relief”, in the Chapter 11 Bankruptcy case of TGV, Case No. 21-30071. (DOC #262 and DOC #263).

7. On January 13, 2022, the expedited hearing on the “Emergency Motion To Enforce The Chapter 11 Plan, and Award Other Miscellaneous Relief” was held, in the Chapter 11 Bankruptcy case.

8. On same date, January 13, 2022, an “Order Regarding Westar Investors Group, LLC, Suhail Bawa, and Saleem Makani’s Emergency Motion To Enforce The Chapter 11 Plan, and Award Other Miscellaneous Relief” was entered by the Court in the Chapter 11 Bankruptcy case (“Order To Enforce The Plan”), which ordered, adjudged and decreed, in pertinent part, that (a) TGV pay the lump sum payment of \$100,000 to WESTAR by January 31, 2022, and (b) TGV shall make no payment of attorney’s fees until after January 31, 2022. (DOC #278).

9. On January 31, 2022, per Mr. Carruth’s request, the undersigned emailed to Mr. Carruth bank wiring instructions for payment of the \$100,000.

10. As of this date, TGV has still not provided WESTAR with the lump sum payment of \$100,000.

11. As of this date, TGV is past due in making payment of the \$100,000.00 by a period of sixteen (16) days, and has made no effort whatsoever to contact the undersigned counsel.

12. TGV is thus once again in violation of (a) the Plan, and (b) the Confirmation Order, as well as (c) the Order To Enforce The Plan.

13. TGV is also in default of the “Subscription Agreement” directly at issue in the above-styled adversary proceeding.

14. Therefore, Notice is hereby given that TGV is in default and in violation of the (a) the Plan, and (b) the Confirmation Order, (c) the Order To Enforce The Plan, and (d) the “Subscription Agreement.”

March 3, 2022

Respectfully submitted,

**THE NEVAREZ LAW FIRM, PC**  
A Professional Corporation  
7362 Remcon Circle  
El Paso, Texas 79912  
Telephone: (915) 225-2255  
Facsimiles: (915) 845-3405  
Email: [MNevarez@LawOfficesMRN.com](mailto:MNevarez@LawOfficesMRN.com)

/s/ Michael R. Nevarez  
By: **MICHAEL R. NEVAREZ**  
State of Texas Bar No. 14933400

Attorney for WESTAR INVESTORS GROUP, LLC,  
SUHAIL BAWA, and SALEEM MAKANI

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing **NOTICE OF DEFAULT BY THE GATEWAY VENTURES, LLC** was served either by electronic means as listed on the Court's CM/ECF filing and noticing system, and/or by regular first-class mail, postage prepaid, to all creditors listed on the Debtors' creditor's matrix, and to the following parties in interest, on or before March 3, 2022:

**ATTORNEYS FOR DEFENDANTS:**

Jeff Carruth  
Weycer Kaplan Pulaski & Zuber, P.C.  
25 Greenway Plaza, #2050  
Houston, TX 77046  
Email: [jarruth@wkpz.com](mailto:jarruth@wkpz.com)

David P. Lutz  
MARTIN & LUTZ, P.C.  
P.O. Drawer 1837  
Las Cruces, NM 88004  
Email: [dplutz@qwestoffice.net](mailto:dplutz@qwestoffice.net)

Harrel L. Davis, III  
Gordon Davis Johnson & Shane, P.C.  
4695 N. Mesa Street  
El Paso, TX 79912  
Email: [hdavis@eplawyers.com](mailto:hdavis@eplawyers.com)

Aldo R. Lopez  
Ray Pena McChristian, P.C.  
5722 Cromo Drive  
El Paso, TX 79922  
Email: [alopez@raylaw.com](mailto:alopez@raylaw.com)

**ATTORNEY FOR PLAINTIFFS:**

Eric C. Wood  
Brown Fox, PLLC  
5550 Granite Parkway, Suite 175  
Plano, TX 75024  
Email: [eric@brownfoxlaw.com](mailto:eric@brownfoxlaw.com)

/s/ Michael R. Nevarez  
**MICHAEL R. NEVAREZ**